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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

CLERK ~~SO. DIST. OF GA.~~

SAMUEL G. HUTCHINSON, III
and MARILYN HUTCHINSON

Plaintiffs,

v.

Case No. CV410-247

AMERICAN LONGSHORE MUTUAL
ASSOCIATION,

Intervenor,

v.

M/V MOL ENDURANCE
(IN REM), LUNAR RIVER LINE,
S.A., NEW ASIAN SHIPPING
COMPANY, LTD., ATLAS NAVIGATION,
and MITSUI O.S.K. LINES,

Defendants.

JOINT CONSENT ORDER OF DISMISSAL

Pending before the Court is the Motion For Enforcement Of Settlement Agreement filed by Intervenor, American Longshore Mutual Association Ltd. (ALMA) (Doc. No. 84), the Motion For Enforcement of Settlement Agreement And Incorporated Memorandum Of Law filed by Defendants (Doc. No. 86), the Plaintiffs' Response to Intervenor's and Defendants' Motion to Enforce Settlement Agreement and Plaintiffs' Cross Motion To Enforce Settlement Agreement With Supporting Authority, Doc. No. 89, and the Plaintiffs' Withdrawal of Opposition to Defendants' and Intervenor's Respective Motions To Enforce Mediated Settlement Agreement and Withdrawal of Plaintiffs' Cross Motion To Enforce Settlement, Doc. No. 104.

The parties have now jointly announced a settlement of all remaining and pending matters at issue in this case as to all parties pursuant to the letter settlement agreement of

counsel attached hereto as Exhibit "A," and the parties have requested that this case be dismissed with prejudice after consummation of the terms of settlement.

Accordingly, the Court FINDS that this case has settled on the following terms:


1. The Defendants agree to pay to the Plaintiffs the sum of one million dollars (\$1,000,000.00) as settlement of all claims Plaintiffs have, in tort or otherwise, as a result of the injuries sustained by Mr. Hutchinson on November 16, 2008 (the "Incident"). Plaintiffs agree that the attorney's lien raised by Charles Raley will be paid out of the funds paid by Defendants to Plaintiffs, and that Defendants have no obligation to pay the Charles Raley lien, which obligation rests solely with Plaintiffs. Plaintiffs will notify Defendants of the amount of the payoff of the Charles Raley lien, and Defendants will disburse those funds directly to Charles Raley. If the settlement funds become payable to Plaintiffs prior to finalization of the negotiated payoff amount of the Charles Raley lien, counsel for Defendants is authorized to hold in trust the amount of the lien asserted by Charles Raley from the settlement funds payable to Plaintiffs under this section, and payment of the remainder of the settlement funds to Plaintiffs will be made consistent with the terms below. Plaintiffs shall have the right to negotiate and/or contest this Charles Raley lien in a court of competent jurisdiction upon receiving a detailed, itemized statement from Charles Raley as to expenses and time charged.
2. In addition to the consideration listed in paragraph 1 above, the Defendants also agree to pay to American Longshore Mutual Association ("ALMA"), the longshore workers' compensation carrier for Mr. Hutchinson's employer M.J. Hogan & Company, Inc., the sum of two hundred sixty-one thousand, four hundred forty six and 26/100 dollars (\$261,446.26) in full satisfaction of any past, present or future claim ALMA may have against Defendants and the settlement proceeds, including any claim of lien rights under the Georgia workers' compensation act or the Longshore and Harbor Workers Compensation Act ("LHWCA").
3. ALMA agrees to fund a Medicare Set Aside account for Plaintiff, Samuel Hutchinson, in the amount as required for approval by Centers for Medicare and Medicaid Services.
4. Plaintiffs agree to settle and release the Defendants and ALMA from all claims they have, or will have, arising out of the Incident, including all claims for medical benefits or compensation benefits, whether past, present or future, and whether they be payable under state or federal law. Plaintiffs expressly waive any right they may have or claim to have to any past, present or future benefits under the state workers' compensation act or any federal compensation act, including the LHWCA. Plaintiffs further agree that the waiver of any claims for future benefits under the state or federal compensation act is effective as of Plaintiffs' receipt of payment of benefits for the period ending September 5, 2013.
5. Plaintiffs agree to provide their full cooperation to ALMA in the process of obtaining an approved 8(i) settlement from the DOL, and agree further that they will not withdraw or otherwise oppose the application for DOL approval, either before or after the application

for approval has been submitted to the DOL. Plaintiffs further agree that they will cooperate to obtain a Georgia State Workers' Compensation clincher agreement.

6. Plaintiffs agree that Mr. Samuel Hutchinson will resign from employment with M.J. Hogan & Company, Inc. effective immediately upon signature by the Plaintiffs' representative below.
7. The parties agree that the settlement funds will be disbursed by Defendants to Plaintiffs and ALMA, as set forth in ¶¶ 1-2 above, after receiving notification of approval of the 8(i) settlement by the DOL and approval of the Georgia State Workers' Compensation clincher agreement.

The Court, having found this case has settled pursuant to the terms set forth above and none other, hereby ORDERS the parties to consummate the terms of settlement setout hereinabove. In order to afford the parties sufficient time to fully consummate the above terms of the settlement, this Court shall hold this case in abeyance until 21 November 2013, at which time this Case shall be automatically DISMISSED WITH PREJUDICE without further action by this Court unless, prior thereto, any party to the settlement advises this Court in writing that a party or parties have failed to comply with a term or terms of settlement following which this Case will be set for hearing.

SO ORDERED THIS 26th of August, 2013.


William T. Moore, Jr., Chief Judge
United States District Court
Southern District of Georgia

APPROVED FOR ENTRY:

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